

3 AN ORDINANCE of the Common
4 Council of the City of Fort
5 Wayne, Indiana, ratifying
6 and approving annual pay and
7 monetary fringe benefits for
8 certain employees of the Safe
9 Housing Enforcement Department,
10 of the City of Fort Wayne,
11 Indiana, represented by the
12 Chauffeurs, Teamsters, and
13 Helpers Local No. 414, for
14 the year 1988.

15 WHEREAS, annual pay and monetary fringe benefits
16 for certain employees of the Safe Housing Enforcement Department
17 of the City of Fort Wayne, Indiana, have been arrived at
18 pursuant to an agreement reached by and between the City
19 and the Chauffeurs, Teamsters, and Helpers Local No. 414,
20 in accordance with collective bargaining as authorized and
21 envisioned by the City's collective bargaining ordinance;

22 WHEREAS, the City's collective bargaining ordinance
23 requires Council approval of all decisions in regards to
24 annual pay and monetary fringe benefits;

25 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
26 OF THE CITY OF FORT WAYNE, INDIANA:

27 SECTION (1.) The following annual pay and monetary
28 fringe benefits are hereby established and fixed for certain
29 employees of the City of Fort Wayne Safe Housing Enforcement
30 Department for the year 1988, commencing January 1, 1988;

<u>CLASSIFICATION</u>	<u>WAGE RATE</u> <u>(Effective 1/1/88)</u>
Enforcement Officer	\$ 9.59/hr.
Legal Assistant	\$ 8.88/hr.
Enforecement Records Specialist	\$ 8.33/hr.
Assistant Delinquent Accounts Officer	\$ 7.88/hr.
Clerical (includes case systems service specialists and code enforcement specialist	\$ 7.80/hr.

In addition, the following monetary fringe benefits are provided:

a.) A shift premium of twenty cents (\$.20) per hour shall be paid for all the hours actually worked of a shift having fifty percent (50%) or more of the shift hours scheduled between 6:00 PM and 12:00 midnight;

A shift premium of twenty-five cents (\$.25) per hour shall be paid for all the hours actually worked of a shift having fifty percent (50%) or more of the shift hours scheduled between 12:00 midnight and 6:00 AM. (Pages 14 - 15 of the Agreement.)

b.) Sick leave shall be earned at the rate of 2.31 hours per week of full employment and shall be cumulative and carried over from year to year with no maximum limit of accumulation, and may be traded for personal time off at the rate of two (2) hours sick time for one (1) hour personal time off. (Pages 23-24 of the Agreement.)

c.) Severance pay, computed at the rate of \$8.00 for each eight hours of accumulated sick leave, shall be granted to an employee with five consecutive years of service who retires under the terms of any recognized City retirement program. In the event of an employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary. (Page 40 of the Agreement.)

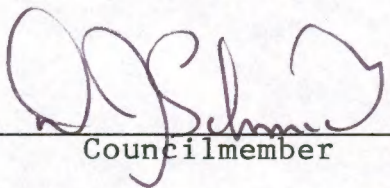
d.) The City shall pay one half toward the cost of safety shoes (limited two (2) pair a year), and the City shall also pay one half toward the cost of one (1) pair of industrial safety glasses (limit of one (1) pair a year). (Page 42 of the Agreement.)

e.) The City shall provide group, hospital, surgical, and health insurance to all bargaining unit employees at a cost of ten cents (\$.10) per month per employee. (Pages 42 - 43 of the Agreement.)

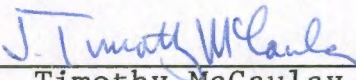
PAGE THREE

(f.) If the net average wage increase for any of the other bargaining units should exceed the net average wage increase for this bargaining unit over the term of the contract, then the wage rates approved in this ordinance will be increased to correspond to such average difference between the programmed increase for the Teamster members and the other bargaining unit.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.


Councilmember

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Richard, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, 19____, the _____ day of _____, at _____ o'clock _____ M., E.S.T.

DATED: 4-12-88

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____
<u>LONG</u>	_____	_____	_____	_____
<u>REDD</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____

DATED: _____

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. _____ on the _____ day of _____, 19____,

ATTEST

SEAL

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this _____ day of _____, 19____, at the hour of _____ o'clock _____ M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

AGREEMENT
SAFE HOUSING ENFORCEMENT DEPARTMENT
C.T.H. #414
1988 - 1992

	<u>Page</u>
Preamble	1
Article I	1
Section 1	1
Section 2	2
Article II	3
Section 1	5
Article III	7
Article IV	8
Article V	8
Article VI	9
Article VII	12
Article VIII	13
Section 1	13
Section 2	15
Article IX	17
Article X	19
Section 1	19
Section 2	20
Section 3	21
Article XI	21
Article XII	22
Article XIII	23
Article XIV	24
Article XV	31
Article XVI	31
Article XVII	31
Article XVIII	35

Article XIX	Special Leaves	36
Section 1	Leaves of Absence	36
Section 2	Leaves for Union Business	38
Section 3	Death Leave	39
Section 4	Jury Leave	40
Section 5	Military Leave	40
Article XX	Retirement	41
Article XXI	Safety Procedures	42
Article XXII	Insurance Coverage	43
Article XXIII	Separability and Savings	45
Wage Schedules	Schedule A	47

Preamble

This Agreement is entered into by and between the City of Fort Wayne, Indiana, referred to hereafter as the Employer, and Chauffeurs, Teamsters, and Helpers Local No. 414 (Affiliate of the International Brotherhood of Chauffeurs, Teamsters, Warehousemen and Helpers of America) referred to hereafter as the Union: Furthermore, whenever the male gender is used in this Agreement, it shall include the female gender where applicable.

Witneseth: To facilitate the peaceful adjustment of differences that may arise and to promote harmony and efficiency for the mutual benefit of the Employer, the Union and the general public, the parties to this Agreement have agreed together as follows:

Article I

Period of Agreement.

Section 1. Working Agreement

- (a) This Agreement shall take effect at the conclusion of satisfactory negotiations, but not before the 1st day of January, 1988, and shall continue in force and effect through the 31st day of December, 1992, and from year to year thereafter, unless it is cancelled or amended.
- (b) Notice of cancellation or requests for amendment shall be submitted no later than October 1, 1992,

or October 1 of any subsequent year. If amendments are desired, the contents of the amendments shall accompany the notice. If agreement has not been reached on or before November 30, 1992, or November 30 of any subsequent year and if either party considers the negotiations to date to be unsatisfactory, then either party shall have the prerogative of issuing a thirty-day cancellation notice to be effective on December 31, 1992, or on the anniversary date of any subsequent year. During this notice period, both parties agree to continue negotiations in an effort to reach a settlement.

- (c) Changes in the working agreement agreeable to both parties may be made at any time.

Section 2 Wage Schedules

- (a) The wage and salary rates set out in Schedule A shall take effect at the conclusion of satisfactory negotiations, but not before the first day of January, 1988. Either party may request a wage reopener no later than October 1, 1988 and/or October 1, 1989, 1990, and 1991. Should such a request be made and should negotiations produce a wage schedule other than as set forth in Schedule A of this Agreement, the effective date of such adjustment shall be January 1, 1989 or subsequent years, or the first day of the payroll period during which a settlement is reached, whichever is later. Such subsequent wage

schedule shall remain in effect through December 31, 1989. or December 31 of respective subsequent years, or until the first day of the payroll period during which a subsequent settlement is reached, whichever is later.

- (b) Changes in the wage schedule agreeable to both parties can be made at any time. Such request will be made in writing by the Union and will be answered in sixty (60) calendar days by the Employer. If changes are made by the Employer the Union will be informed of such changes.

Article II

Union Recognition

- (a) The Employer recognizes the Union as the exclusive bargaining agent for all its employees within the Safe Housing Enforcement Department in the Job Classifications listed in Schedule A, concerning their hours, wages and other conditions of employment. It is agreed that this Agreement applies to all the types of work usually performed by such employees.
- (b) The Employer agrees not to interfere with the rights of its employees to become members of the Union and shall not discriminate against any employee because of membership or official position in or lawful activities on behalf of the Union.
- (c) With proper authorization, including voluntary written wage assignments from employees who are

covered by this Agreement and who are members of the Union, the Employer shall deduct each month from the earnings of each of said employees an agreed upon amount representing regular monthly union dues and shall remit such monies together with the appropriate records to the proper Union official. Any individual wage assignment may be revoked by the employee by giving proper written notice to the Employer and the Union. In the event of any overcharge already remitted to the Union, it shall be the responsibility of the Union alone to adjust the matter with the employee overcharged. In the event of an undercharge, the Employer shall make the necessary additional deductions in the next succeeding month or months. In any case, the Employer's responsibility shall not go beyond exercising normal and usual care in carrying out its obligations under the paragraph; the Union will protect the Employer from any and all further liabilities and claims which may arise under this paragraph.

- (d) Any concerted action on the part of the Union, such as strike and slow downs, will result in the Union Dues Checkoff being suspended for one (1) year starting from the day of such strike or slow down.
- (e) Authorized agents of the Union shall have access to the Employer's establishment during working

hours for the purpose of adjusting disputes, investigating working conditions, collecting dues and ascertaining that the agreement is being adhered to, providing, however, that there is no interruption of the Employer's working schedule. If the Employer request it, the agents of the Union shall notify the employer of their presence on the premises.

- (f) Should a dispute arise between the Union and any other Union relating to jurisdiction over employees or operation covered by this Agreement, the dispute shall be resolved by the Personnel/Labor Relations Director and the appropriate representatives or tribunals of the Unions concerned.

Section 1. Agency Shop

- (a) As a condition of continued employment, all employees whose job classifications are covered by this Agreement and who elect not to become members of the Union (1) shall pay to the Union directly an amount equal to the Union's initiation fee and (2) shall thereafter pay to the Union each month, either directly or through payroll deductions, an amount equal to the regular monthly dues and fees in effect for other employees in the bargaining unit who are members of the Union. Each employee who subsequently enters a bargaining unit job

shall begin such payments in the month in which he completes his first three months of service in such job.

- (b) If an employee fails to comply with the foregoing provisions, the Union shall advise him by certified letter (with a copy to the Personnel/ Labor Relations Director) that, if he doesn't pay or arrange to pay his arrears within seven calendar days after receiving the letter, the Union will request the Employer to terminate his employment. If the employee has not complied by the end of the period the Union shall notify the Personnel/Labor Relations Director, who shall give the employee a further seven-day notice. If the employee has still not complied at the end of that period, he shall be removed from employment with the City of Fort Wayne, losing all seniority rights and other rights and benefits established by this Agreement.
- (c) The Union agrees to indemnify and hold the City of Fort Wayne harmless from any and all claims or rights of action which may be hereafter asserted by any person now or hereafter employed by the City and which arise out of the inclusion or enforcement of the provisions of this agency shop section.

Article III

Union Cooperation

- (a) The Union agrees for employees covered by this Agreement that they will individually and collectively perform loyal and efficient work and service, that they will use their influence and best efforts to protect the property of the City of Fort Wayne and its service to the public and that they will cooperate in promoting and advancing the City's program and the protection of its service to the public at all times.
- (b) The Union agrees that in no event whatsoever will any of the employees covered by this Agreement be permitted to cease the continuous performance of their duties in order to coerce the Employer in a dispute. If, nonetheless, any of the employees covered herein do cease work of their own volition, the Employer will be free to replace such employees and to obtain competent services to continue its normal operations.
- (c) The Employer agrees not to prevent the continuous performance by the employees of duties required in the normal and usual operation of the department. This shall not be interpreted to restrain the Employer from awarding contracts for work covered by this Agreement when, in the judgment of its management, greater efficiency or economy would result. However, if it is decided to contract out

any type of work covered by this Agreement, it is agreed that no employee having one year or more of seniority will be laid off.

Article IV

Non-Discrimination

The parties agree that there shall be no discrimination in employment opportunities because of race, creed, sex, national origin or age, as provided by the Title VII, of the 1964 Civil Rights Act, and the Age Discrimination in Employment Act of 1967. This Agreement applies to all existing employees and all applicants for employment with respect to: hiring, placement, upgrading, transfer or demotion, recruitment, advertising, solicitation of employment, treatment during employment, rates of pay or other forms of compensation, selection for training including apprenticeship, layoff or termination.

Article V

Management Rights and Responsibilities

Except as otherwise provided in this Agreement, the Employer, in the exercise of its functions of management, shall have the right to decide the policies, methods, fair work and safety rules, direction of employees, equipment to be used in the operation of the Employer's business, the right to hire, discharge, suspend, discipline and promote for just cause.

Revised, 11-1-71

By the Employer's Representative

By the Union Representative

The enumeration of the above management prerogatives shall not be deemed to exclude other prerogatives not enumerated which management may now have. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the Union, recognizing that all employees are to be treated with fairness and justice.

The Union recognizes that the employer reserves the right to establish rules and or change existing rules affecting working conditions. The Union will be informed of the rules affecting working conditions within the month of the change if possible, but no later than the following month of the change. None of the foregoing Management's rights shall negate any other provisions of this contract.

Article VI

Grievance and Arbitration Procedure

The Employer and the Union recognize that, from time to time, grievance, disputes and complaints may arise over matters within the purview of this Agreement. Therefore, whenever the Union or any employee covered by this Agreement feels that the Employer has acted erroneously or improperly by

interpreting and applying any of the provisions of this Agreement, then the Union or the employee, within five (5) working days of the Employer's action, may invoke the provisions of this Article VI. The grievance shall be processed during regular working hours in the manner hereinafter set forth:

First Step. The aggrieved employee shall orally present his grievance individually to his immediate supervisor or he may, if he prefers, present his grievance jointly with his steward or other Union representative or solely through his Union representative. If the matter is not satisfactorily settled within five (5) working days, Saturdays, Sundays, and Holidays excluded, the grievance shall be moved on to the second step.

Second Step. The employee and the Union representative shall discuss the grievance with the Superintendent of the Department. If the matter is not satisfactorily settled within five (5) additional working days or within ten (10) working days from the beginning of the First Step, if this occurs later, then the employee, and/or the Union representative shall prepare and forward to the Third Step a signed statement specifying the grievance, the section or sections of the Agreement claimed to have been violated and the remedy the Union wishes the Employer to make.

Third Step. If the grievance has not been satisfactorily settled in Step Two, the appeal to Step Three must be made within ten (10) days from the receipt of the Step Two answer. The Union representative shall discuss the grievance with the Personnel/Labor Relations Director or his designated representative as soon as possible after appeal to this step. If the above procedure has been followed and the parties are still unable to settle the grievance, the Union shall within thirty (30) days following receipt of the employer's third step answer, notify the employer of the union's intent to arbitrate the dispute. In any of the foregoing steps, the time allowed for discussion, adjustment, or appeal to the next step may be extended by mutual agreement. Failure of the union or of employees to process the grievance to the next step within the time limit shall constitute a basis for the employer denying the grievance.

Upon request of the written notice by one party from the other, the parties will request from the Federal Mediation and Conciliation Service a panel of five (5) impartial arbitrators. Upon receipt of such a panel, the parties shall mutually agree which party shall strike the first name from the list provided. The remaining names after the first strike shall be eliminated by striking on an

alternate basis. The arbitrator whose name remains shall be deemed to be the arbitrator selected by mutual agreement of the parties. The expenses and fees of the arbitrator shall be borne equally by the Employer and the Union. The arbitrator shall make a decision based upon the evidence which is submitted at the hearing. Each party shall bear its own costs for its preparation, attendance of its own representatives at the hearing including all witnesses, exhibits or any other matter which is the desire of the given party to bring to the attention of the arbitrator. The function of the arbitrator shall be of a judicial and not a legislative nature. He shall not have the authority to add to, ignore or modify any of the terms and conditions of this Agreement. Any decision rendered by the arbitrator must be in writing. The opinion must cite the article and section of the agreement on which he has based his decision. The decision of the arbitrator shall be final and binding on both parties.

Article VII

Union Stewards

- (a) The Employer recognizes the right of the Union to designate stewards and alternates. The authority of stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of this Agreement.
2. The collection of delinquent dues, initiation fees and uniform assessments when authorized by appropriate Union action.
3. The transmittal of such information and messages as shall originate with and be authorized by the Union or its officers, provided such information and messages have been reduced to writing, or if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods or any other interferences with the Employer's business.

(b) The Employer shall have authority to impose proper discipline, including discharge, in the event the steward has taken unauthorized strike action, slow down or work stoppage in violation of this Agreement.

Article VIII

Section 1.

(a) The regular working hours for employees of the Safe Housing Enforcement Department, for Enforcement officers shall be from May 1 to October 1, 7:30 AM to 4:30 PM. October 1 to May 1, 8:00 AM to 5:00 PM. All other employees in the department, 8:00 AM to 5:00 PM. All employees shall receive a 15 minute paid break during second half of shift. All employees shall receive a one hour unpaid lunch period, with 15 minute paid travel time.

- (b) Employees may, at the employee's option, work during their lunch period and accumulate this time to be used as comp time to trade for time off at another time.
- (c) The beginning and the ending of the day's work shall take place at departmental headquarters.
- (d) Forty hours shall constitute a week's work, with over-time to be paid after forty hours. Eight hours shall constitute a day's work. Any time worked over eight hours in any one day shall be paid for at one and one half times the regular rate of pay. All regular employees shall be guaranteed eight hours per day and forty hours per week without any split shifts.
- (e) A shift premium of twenty cents (20¢) per hour shall be paid for all the hours actually worked of a shift having 50% or more of the shift hours scheduled between 6:00 PM and 12:00 midnight; a shift premium of twenty-five cents (25¢) per hour shall be paid for all the hours actually worked of

a shift having 50% or more of the shift hours scheduled between 12:00 midnight and 6:00 a.m.

Section 2. Overtime*

- (a) Except as may be otherwise provided by special schedules, all work performed by hourly paid, non-shift employees outside their regular working hours shall be paid for at one and one-half times the regular rate, except that double time shall be paid for work on Sundays. Time worked on Holidays shall be paid for as set out in Article XVIII.
- (b) As far as it is practicable, all overtime work shall be equally and impartially divided among the employees who generally work on the class of work being performed at the overtime rates. This provision shall not be interpreted to limit the Superintendent of the Water Pollution Control Maintenance Department in rescheduling work or temporarily transferring men or women to avoid overtime work, if possible.
- (c) An employee who is called back to work after he has been released from his regular day's work shall be paid either for the actual time worked at the applicable overtime rate or three hours at straight time, whichever is greater. Time will start when the employee is called; however, all time exceeding forty-five minutes between the time of the call and time of reporting for work shall not be paid for.

(d)

The Employer shall make available to employees who are required to work unscheduled overtime those meals which they would normally eat at home or which, because of their being called out for such work, they would not be able to provide for themselves. To this end, therefore;

1. When such overtime continues into or beyond designated meal time (the designated meal times for the Safe Housing Enforcement Department being 6:00 AM to 7:00 AM, 12:00 noon to 1:00 PM, and 6:00 PM to 7:00 PM), the employee shall at his request be furnished a hot meal at the expense of the Employer.
2. If such overtime is completed during a designated meal period, the employee shall eat the hot meal on his own time. If such overtime continues beyond a designated meal period or if less than five continuous hours of such work have been performed, the employee shall have one-half hour less overtime credited to compensate for the time used in eating.
3. If an employee is called out more than one hour immediately before his regular starting time on a regular scheduled working day and continues to work his regular scheduled hours, he shall be furnished a hot meal for the breakfast period and a hot meal for the lunch period.

- (e) In computing overtime for shift work, the overtime factor shall be applied to the base rate and the applicable shift premium payment then shall be applied. There shall be no pyramiding of overtime.
- (f) Employees, in the event an emergency is declared by the Mayor, or his designee, which impacts the majority of Civil City and City Utilities Departments and requires personnel from them will be compensated at their straight time hourly rate, plus \$2.50 added to this rate for all overtime hours. This special rate is to be received by all unions with bargaining agreements with the City and will provide equitable compensation for unusual and extraordinary need of City services by the community.

Article X

Seniority

Section 1. Regular Employees

- (a) Seniority, for the purpose of this Agreement, shall be considered in two aspects: Department Seniority, starting with the first day of employment in the Safe Housing Enforcement Department, and City Seniority, starting with the first day of employment with the City.
- (b) The seniority of an employee shall terminate under any of the following conditions:
 - 1. When he is laid off for a period of more than three years.
 - 2. When a laid off employee fails to give notice of his intention to return to work after seventy-two hours after the Employer has sent to his last known address a certified letter requesting his return. A copy of such letter will be sent to the Business Agent of the Union.
 - 3. When he gives such notice but fails to return to work within one week after the aforesaid letter has been sent to him.

4. When he resigns his employment with the City of Fort Wayne.
5. When he is discharged for just cause.
6. When he violates the conditions of a leave of absence.
7. When he accepts a pension under the Public Employees Retirement Fund.
8. When he is absent for more than three days without advising his supervisor.

Section 2. Probationary Employees

- (a) Any new employee hired shall be termed a probationary employee for a period of ninety days, during which time the Employer can release such employee without giving cause. If an employee is transferred from another Department of the City of Fort Wayne to the Safe Housing Enforcement Department, there shall be a thirty-day probationary period during which the Employer can release the employee without giving cause.
- (b) Upon completion of the applicable probationary period, the employee shall be placed on the seniority list as a regular employee and immediately credited with the seniority and service which accumulated during the probationary period.

Section 3. Layoffs*

- (a) Employees laid off because of lack of work shall be laid off in the reverse order of their seniority in the Department. The employees so affected shall in order of their departmental seniority be entitled to jobs in any classification in which they have the necessary qualifications as determined by the Employer, however, the employee(s) shall be given 30 days to qualify on the job(s). The employees in the classification consequently displaced shall be entitled to a similar preference.
- (b) In the event of a layoff, such employees who are to be laid off will be given a two week notice of lay off or if the city fails to give the two weeks notice, the city will give the employee two weeks pay (80 straight time hours) in lieu of such notice.

Article XI

Discharge

- (a) The Employer shall not discharge any employee covered by this Agreement without just cause. Before any discharge is in order, the Employer shall have given the employee at least one written warning notice with copies forwarded to the Union and the Personnel/Labor Relations Director.

- (b) However, such warning notice shall not be necessary when the discharge is for a grave offense such as proven dishonesty or violation of the Employer's rules covering the use of intoxicating liquors or intoxicating substances which rules:
1. Prohibit consumption of intoxicating liquors or substances while on duty.
 2. Prohibit bringing intoxicating liquors or other substances on the Employer's premises or carrying them in the City's vehicles.

Article XII

Promotions

- (a) Promotions to jobs covered by this Agreement shall be made so that the most senior qualified man or woman is promoted.
- (b) When a job covered by this Agreement is to be filled, the Employer shall post notices to that effect on its bulletin boards for a period of not less than five working days and shall invite bids for the vacancy. Any employee, whether actively working or laid off, shall have the right to submit a bid for the job.
- (c) Before forwarding to the Personnel/Labor Relations Director his recommendation for filling the vacancy, the Superintendent of the Department may discuss with the Union Committee the qualifications of those employees who bid on the vacancy.

- (d) Within three working days following the end of the bidding period, the Superintendent shall make the award to the successful bidder.

Article XIII

Transfers

- (a) If an employee is temporarily transferred for two or more hours to a job having a higher rate of pay, he shall receive the higher rate of pay for the entire day. If this higher rated job has wage time steps, he shall normally first enter that job on the first step and shall accumulate credit for time spent on that job, he shall receive either his own rate or the rate of the step he enters, whichever is greater.
- If an employee refuses a temporary transfer to a higher classification, either on overtime or straight time, he will sign a form stating that he has refused the temporary upgrading. After this process is completed the employers shall offer the temporary upgrading to him when the upgrading is available even if it occurs the very next day.
- (b) If an employee is temporarily transferred to a job having a lower rate of pay, he shall not suffer a reduction in his rate of pay.
- (c) Working foremen shall not be used as truck drivers except in emergencies.
- (d) If an employee is permanently transferred to another job, he shall receive the rate of pay for the job to which he is transferred.

(e)

If an employee holding a job covered by this Agreement is transferred, promoted or appointed to a job within the City of Fort Wayne not covered by this Agreement, he shall, upon the expiration of that job or of his tenure in that job, be restored to his former position or, if such position has been eliminated, to a job in the highest classification attained prior to holding such eliminated position, with all the seniority and rights accumulated during his absence. Other employees in the bargaining unit agree to any demotions necessary to make room for him.

Article XIV

Sick and Accident Leaves

(a)

Beginning with hire date, a regular employee shall accrue paid sick and personal accident leave at the rate of two and thirty-one hundredths (2.31) hours per week of full employment. The meaning of full employment for sick accrual shall mean, beside all time worked, any time off such as vacation, holidays, etc. and any approved time off such as doctor's appointments, being late for good and sufficient reasons as snow storms, etc. Employees shall accrue two and thirty-one hundredths (2.31) hours per week for each week of employment in which the employee is in a pay status for such week, but will not accrue for such week if said employee shows there is evidence of a

pattern of sick leave abuse. In no instances will sick time be accrued for full weeks of personal sick absence or occupational accident, leaves of absence, layoff, disciplinary layoff, or time off not approved by the City. Sick pay will not be granted until completion of the 90 day probationary period. Sick leave shall be cumulative and carried over from year to year with no maximum limit of accumulation, and may be traded for personal time off at the rate of 2 hours sick time for 1 hour personal time off.

- (b) If a regular, hourly rated employee is absent from work because he is disabled then beginning with the first day of absence from work, the employee shall be entitled to sick leave allowances, payable for the duration of that disability or until his sick leave credit is exhausted. Any employee who reports for work as scheduled and is sent home because of illness while at work shall be entitled to sick leave allowances for the remainder of the shift until his sick leave is exhausted.

- (c) When sick and accident leave allowances are being paid to an employee as a result of an on-the-job injury, any daily or weekly benefits paid him under the Workmen's Compensation Act shall be made over by him to the City of Fort Wayne. If a third party is judged liable or accepts liability for such injury and makes a settlement with the

employee for time lost; the amount of such settlement, up to the amount actually paid to the employee by the Employer, shall also be remitted to the City. If the absence from work of such injured employee continues beyond the sixty working days provided in paragraph (1) so that any further allowances paid by the Employer are charged to the employee's accrued sick leave, then the hours equivalent to any benefits received for such additional period from Workmen's Compensation and/or a third party shall be restored to his accrued sick leave upon his remitting such monies to the City of Fort Wayne. Any benefits paid this employee under a personally financed insurance policy and any third-party benefits paid for an injury not connected with the employee's job shall be exempt from the foregoing provisions.

(d) If an employee retires, any sick leave credit to which he may be entitled shall terminate on the day preceding the day on which he retires.

(e) If an employee becomes ill or is injured while on vacation, the scheduled vacation time shall be counted as vacation; if the disability continues beyond the scheduled time of vacation, the sick leave allowances (if any) shall begin on the first consecutive scheduled working day after the end of the scheduled vacation.

- (f) If an employee is laid off, any sick leave allowances to which he may be entitled shall terminate upon the effective day of the layoff if the employee is notified of the layoff prior to the beginning of the disability. If the notice of layoff is given after the employee becomes disabled, the employee shall be entitled to sick leave allowances for the duration of that disability.
- (g) In the event an employee has been granted a leave of absence of more than thirty calendar days and he becomes disabled before the effective date of the leave, any sick leave allowances to which he may otherwise be entitled shall cease upon the effective date of the leave. If an employee becomes disabled while on any such leave of absence, he shall not be entitled to any sick leave allowances for that disability.
- (h) To be entitled to any sick and accident leave allowances hereunder, the employee with respect to each disability shall:
1. Be a regular employee.
 2. Have sick leave credit when he becomes disabled.
 3. Have reported the cause of his absence before the end of the first scheduled working day of absence.

4. Promptly present a physician's certification that he is disabled, if requested by the Employer.

5. Promptly adopt such remedial measures as may be commensurate with his disability and permit such reasonable examination and inquiries by the Employer's medical representatives, as, in the Employer's judgment may be necessary to ascertain his condition.

(i) An employee on sick leave shall notify his supervisor as far in advance as possible of the day on which he intends to return to work. If he returns without so notifying his supervisor and if such return would result in extra costs and inconvenience due to rescheduling work, the employee may be sent home without pay for that day.

(j) Employees claiming absences charged to sick leave shall have the responsibility to furnish reasonable explanation of any paid absence to the Employer. In addition thereto, where there is evidence of a pattern of sick leave abuse the Employer shall have the right to require a medical certificate for any absence claimed as sick leave until such time as the pattern of abuse no longer exists.

(k) No paid sick leave shall be allowed for illness or injury caused by willful violence or as a consequence of working for compensation outside the City of Fort Wayne.

- (l) If the disability of a regular employee is caused by injury occurring in the course of employment with the City of Fort Wayne, the employee shall be paid from the first regularly scheduled working day of such absence and the first sixty scheduled working days of absence shall not be deducted from his accumulated sick and accident leave.
- (m) Any overpayment of sick and accident leave allowances because of an error or mistake in determining eligibility or a later discovery of relevant material facts, such as the applicability of any of the exclusions set out in paragraph (k), shall be deemed an advance to the employee and the amount thereof, upon discovery of such overpayment shall be immediately due and payable by the employee to the Employer. In like manner, any sick and accident leave allowances for an on-the-job injury covered by other payments from time off from Worker's Compensation and/or from a third party as set out in paragraph (c) above shall be deemed an advance and the amount thereof shall be due and payable by the employee to the Employer upon his receipt of such other payments.
- (n) Any claim for paid sick or accident leave shall be for legitimate personal illness or injury only. If an employee makes a false claim or otherwise abuses the privileges herein established, he shall be subject to one-week layoff for the first offense and discharge for any subsequent offense.

- (o) Paid sick leave shall be defined as the wages paid to an hourly rated employee covered by this Agreement in satisfying the terms of this Article XIV; however, payments made for occupational injuries shall be excluded.
- (p) Income protection insurance will be provided for the life of the contract and employees to be eligible must have been on the payroll and at work on the first day of the new year. If any such employee was not at work on the first day of the year such employee's eligibility will start upon his first day of returning to work; new employees hired after the first of the year shall not be eligible until completion of the 90 day probationary period. Benefits are to start after an employee has been off on either accident or sickness for at least 14 days. They will start on the 15th day and will pay 65% of employee's weekly salary up to \$250 per week; for a period of 26 weeks.
- If an employee receives his normal weekly salary because of accumulated sick hours with the City during the period he is receiving benefits from the insurance carrier, he shall endorse checks back to the City until such time as accumulated sick benefits have been exhausted.

Article XV

Notification of Absences

- (a) When reasons beyond an employee's control (such as emergency, medical or other critical or serious circumstances) cause an employee to anticipate being late or absent from work, he shall give notice as far in advance as possible to his supervisor.
- (b) If he does not have just cause for failing to give notice, he shall be subject to disciplinary action, including discharge for the most severe cases.

Article XVI

Examinations

- (a) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees; the Employer shall pay for all such examinations. It shall not pay for any time spent in the case of applicants for jobs.
- (b) The Employer reserves the right to select its own medical examiner or physician; however, the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the Union's expense.

Article XVII

Vactions/Personal Time

- (a) After completing his first six months of continuous service, a new employee shall receive one

week of paid vacation in the current calendar year. After completing his first twelve months of continuous service, he shall receive two weeks of paid vacation in the current calendar year. In no such case, however, shall he be eligible for more than two weeks of paid vacation in one calendar year.

- (b) During the subsequent years of continuous service, the employee shall receive two weeks of paid vacation in the current calendar year. However, during the calendar year in which he completes six or more years of continuous service, he shall receive three weeks of paid vacation in the current calendar year and during the calendar year in which he completes fifteen or more years of continuous service he shall receive four weeks of paid vacation in the current calendar year and during the calendar year in which he completes twenty or more years of continuous service he shall receive five weeks of paid vacation in the current calendar year.

- (c) In addition, each employee with twenty-five or more years of continuous service shall receive during each calendar year upon at least twenty-four hours notice one day of paid personal leave.

- (d) Vacations must, in general, be taken in the calendar year in which they fall due. No paid vacation shall be carried over to another year unless

- approved in advance by the Personnel/Labor Relations Director for reasons of mutual convenience.
- (e) When a paid holiday occurs during an employee's vacation, the Superintendent of the Safe Housing Enforcement Department shall have the option of offering such employee either an additional day of paid vacation to be taken at a time agreeable to the Superintendent or an additional day's pay. The Employer shall notify the employee of its choice of these alternatives before his vacation leave begins.
- (f) If an employee is called back to work on one or more of the days for which he is receiving vacation pay, he shall be paid an extra time and one-half for all hours worked within his regular scheduled hours and double time for all hours worked outside such hours on such day or days. Any time worked on a day for which he is not receiving vacation pay shall be paid for according to the standard overtime provisions of Article VIII.
- (g) In order to avoid disrupting the working schedule, the Employer shall designate the vacation periods. When setting the schedule of vacations, the Employer shall respect the wishes of its employees in the order of their seniority as far as the needs of its service will permit. The normal vacation period shall begin on January 1st and end

on or about December 15; however, a vacation may be taken during the second half of December if arrangements are made prior to July 1st of the current year.

- (h) When an employee with more than twelve months of continuous employment leaves the service of the Employer, an adjustment in his final pay shall be made for vacation accrued (to the nearest half day) but not taken or for vacation taken before being fully accrued.
- (i) However, if an employee voluntarily terminates his employment, no adjustment shall be made for vacation time accrued but not taken unless the employee has given the Employer a minimum of two weeks of notice.
- (j) In the event of the death of an employee who has earned but not used his vacation for the contract year in which death occurred, his beneficiary or estate shall receive an amount equivalent to his earned vacation plus prorated vacation for the year in which the death occurs.
- (k) Separate and independent of vacation and sick leave allowances, employees under this Agreement shall receive two (2) days personal time each calendar year commencing with the completion of one (1) year's service.
- (l) Personal time will be taken separately from any vacation time, and must be approved by management

at least one (1) working day prior to the request for such personal day. In case of emergency as determined by Department Head, one (1) working day notice may be waived.

- (m) A vacation week is defined as beginning 12:01 a.m. on Sunday and ending at midnight on the following Saturday, with forty hours straight time pay per week of vacation.

ARTICLE XVIII

Holidays

- (a) Holidays, within the meaning of this Agreement, shall be:

New Year's Day	Labor Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	General Election Day
Good Friday	Thanksgiving Day
Primary Election Day	Friday after Thanksgiving
Memorial Day	Day before Christmas Day
Independence Day	Christmas Day
	Day before New Year's Day

or days celebrated for the foregoing. Holidays falling on Sunday shall be celebrated on the following Monday. Holidays falling on Saturday shall be celebrated on the preceding Friday.

- (b) Each hourly-rated employee covered herein, subject to the limitations of the following paragraphs (c) and (f), shall be allowed as holiday pay the equivalent of his regular straight time pay for each of the holidays recognized in this Agreement, whether such holiday falls on his regularly scheduled work day or not.

- (c) The aforesaid holiday pay shall not be allowed to an employee who is absent from work on the scheduled work day previous to or following the holiday unless a reason satisfactory to the Employer is given.
- (d) If an employee works his regular shift on a holiday, his holiday pay shall include any shift premium applicable to the shift being worked; he shall receive, in addition to his holiday pay, one and one-half times his regular straight time pay (plus any applicable shift premium) for the hours actually worked.
- (e) All other time worked on holidays shall be paid for at double the straight time rate of pay.

Article XIX

Special Leaves

Section 1. Leaves of Absence

- (a) A maximum of thirty (30) calendar days leave of absence for good cause without pay in any calendar year may be granted to an employee for reasons other than illness and recuperation therefrom with the written approval of the Superintendent and Personnel/Labor Relations Director, provided the employee can be spared from work. Extensions of leave, up to six (6) months, may be granted with the written approval of the Personnel/Labor Relations Director of the City of Fort Wayne. Subsequent extensions may be granted by approval of the

Personnel/Labor Relations Director or his designated appointee. While on such leave the employee shall not be deemed to have forfeited his seniority or rights.

- (b) The terms and conditions of each leave of absence granted shall be written out in triplicate; one copy shall be retained by the Employer, one shall be given to the employee granted the leave and one shall be forwarded to the Union for its information and records.
- (c) In the case of absence of over thirty calendar days, employees shall be permitted to return to work only if they are physically qualified to do so. If they remain away more than six months or if they accept employment elsewhere while on such leave without the written consent of the Employer, their employment and rights with the City of Fort Wayne shall be deemed to have been terminated. Any such leave taken under this section shall be without pay.
- (d) Each request for leave shall be considered on an individual basis and shall be granted or refused according to the Employer's judgment of its merit.
- (e) Pregnancy leave is to be treated the same as any other illness. Accrued personal sick time may be used as needed. In the event all sick time is exhausted, a Leave of Absence should be granted so that the group insurance benefits may be extended

and all seniority rights protected. Arrangements to pay the insurance premium while on leave should be made with the Payroll Department.

The affected employee's ability to perform the necessary duties will be determined by the attending physician and/or the City physician. When she is unable to perform her assigned duties, personal sick time accrued will be paid.

- (f) Employees exceeding the thirty (30) day regular, illness or maternity leave who elects to return to work and is physically and contractually qualified, will bump the employee having the least seniority, provided the affected employee has the qualifications to perform the job. If the employee returning from such leave of absence doesn't qualify for such job he will be laid off. The employee no longer required shall be laid off.

Section 2. Leaves for Union Business

- (a) Employees called upon to transact for the Union with the City of Fort Wayne, business which requires them to be absent from duty with the Employer shall, upon twenty-four hours application and with the proper permission, be granted the necessary time off.
- (b) Employees who handle grievances or complaints shall not suffer any loss of regular pay for the time spent in processing such grievances or complaints.

- (c) Employees who serve on the Union Negotiation Committee shall be paid their regular base pay for the time spent in bargaining the terms of a new agreement. The maximum that will be paid per session shall be a regular scheduled days pay of eight (8) hours. Not more than four such employees shall be excused from their duties at any one time.
- (d) Any employee elected or appointed to an office in the Union that will require him to be absent from duty with the Employer shall, at the end of his term of office, be reinstated in his former position or, if such position has been eliminated, in a job in the highest classification attained prior to holding such eliminated position with all the seniority and rights accumulated as of the time he left the Employer to take over Union duties. On his return, other employees shall consent to the demotions necessary to make room for him. He shall not be paid by the Employer during his absence.

Section 3. Death Leave

- (a) In the case of death in an employee's immediate family (meaning (1) his parents, mother-in-law, father-in-law, spouse or children or (2) any relative mentioned in paragraph (b) hereof who lives in the same residence as part of the same household) he shall receive upon request three (3)

- consecutive scheduled work days off, without the loss of regular pay, for the purpose of attending the funeral and fulfilling other customary duties.
- (b) If an employee attends the funeral of his brother, sister, grandchild, grandfather, grandmother, brother-in-law, son-in-law, sister-in-law, or daughter-in-law who is not covered in paragraph (a) above, he shall not suffer a loss in his regular pay for such three days.

Section 4. Jury Leave

- (a) Employees absent from their duties with the City because of jury duty shall receive the difference between their base pay and the payment received for the period of jury service upon the presentation of proper evidence.

Section 5. Military Leave

- (a) Regular employees covered by this Agreement who serve this Country in a military capacity shall be reemployed under the provisions of the Selective Service Act of 1948 and subsequent amendments and acts. An employee, as part of his military obligation, attending a two week summer field training session shall be paid the difference between his base pay from the military and his normal wages from the City for a period up to but not more than two weeks per calendar year.

Article XX

Retirement

(a) Employees shall be retired on or before December 31 of the Calendar Year in which they reach the age of 70.

(b) Severance pay shall be granted to employees who retire under the terms of any of our recognized retirement programs. These programs shall include the Public Employee's Retirement Fund and the Social Security Program. Eligibility for Severance pay shall be restricted to employees with a minimum of five consecutive years of service under the terms of this agreement immediately prior to retirement. An employee's severance pay benefits shall be computed at the rate of \$8.00 for each eight hours of accumulated sick leave credited to the employee just before his retirement. In the event of an employee's death, his accumulated sick time shall be paid at the rate of \$8.00 for each 8 hours accumulated to the employee's beneficiary.

(c) Pension Fund

All bargaining unit employees shall be covered by the Public Employees' Retirement Fund of Indiana (PERF) and will be credited with all prior service with the employer whether previously covered by PERF, Municipal Utilities Pension Fund (MUPF), or no pension plan. Employees with broken service will be credited for past service on a cumulative

basis provided no withdrawals of contributions have been made, the Administrator of the PERF Plan shall determine whether periods of service for which a withdrawal was made will be credited and the conditions which must be met in order to receive such credit.

In cases where previous service was credited under MUPF and refunds were made from that Plan, broken service for which a refund was made will not be credited unless affected employees repay to the City Utilities the amount refunded by MUPF.

- (d) Employees who retire under the terms of any of our recognized retirement programs with a minimum of five consecutive years of service shall be eligible to participate in the current retiree's group health plan at the rate determined by the carrier.

Article XXI

Safety Practices

- (a) If an employee neglects to follow the safety practices established by the Employer for the work he performs, (including the proper use of Protective Equipment supplied by the City), he shall, after proper warning, be subject to disciplinary action.
- (b) The Employer shall pay one-half toward the cost of safety shoes, (limit of two pair a year) and the Employer shall also pay one-half toward the cost of one pair of industrial safety glasses as

- approved by the Safety Department with receipt of purchase (limit of one pair a year). The Employer will not pay any cost incurred by or in connection with a prescription that may be needed to acquire safety glasses. If the safety glasses are broken in the work area, when working, the Employer will replace them at the entire cost to the Employer.
- (c) Both the Employer and the employees covered by this Agreement recognize that, as owners and operators of motor vehicles, they share legal and moral obligations to the public to see that such vehicles meet minimum safety requirements. Therefore, any employee who detects a mechanical fault or other unsafe condition in any vehicle or other property of the City of Fort Wayne shall forthwith inform the proper Supervisor, who shall make a fitting examination of the equipment in question. When a fault thus verified involves the braking or steering mechanisms and is of a nature to make the equipment unsafe for street use, then such equipment shall be taken out of service until the fault is corrected.
- (d) The Employer agrees to provide uniform rental service for the appropriate employees.

Article XXII

Insurance Coverage

- (a) The employer agrees that Group, Hospital, Surgical, and Health Insurance shall be extended

to all bargaining unit employees and will remain in full force and effect for the life of this Agreement at a cost of 10¢ per month per employee, regardless of whether coverage provided is for individual, individual and spouse, individual and children, or individual and family, and will remain in full force and effect for the life of this Agreement, except that none of the above said benefits shall be applicable under the conditions of Article XXII, under section (d).

(b) Each employee who holds a City Group Hospital, Surgical, and Health Insurance Policy shall be extended a Group Life, Accidental Death, Dismemberment and loss of Sight Policy at the amount of \$15,000.00 and will remain in full force and effect for the life of this Agreement except that none of the above said benefits shall be applicable under the conditions of Article XXII, section (d).

(c) Each employee who retires under one of the programs under paragraph (c) of Article XX, and who has at least eight (8) years of continuous service at retirement shall receive a \$5,000.00 Life Insurance Policy for the rest of their life.

(d) Termination of Insurance:

All Hospital, Surgical, Health, and Life Insurance Policies will terminate for the following reasons:

1. Termination of Employment
2. Thirty (30) days after date of layoff
3. Employees on legitimate regular, illness, or Maternity leave of absence will be covered under the City Insurance Plans for thirty (30) calendar days.

In case of illness leave this will not apply until after all accrued sick leave is exhausted. If the employee elects to extend such Insurance coverage beyond the thirty (30) calendar day coverage, he may do so by contacting the Payroll Department and arrange to pay the full insurance premium at the existing rate at the time of, and any rate changes that may occur during the leave of absence.

4. Strike or slow down.

- (e) Coverage for New Employee's shall begin with the first day the employee works following completion of thirty (30) days of employment.
- (f) The Flex Benefit Plan that is currently in effect shall be maintained during the term of this agreement.

Article XXIII

Separability and Savings

- (a) If any article or section of this Agreement or of any riders thereto should be held invalid by operation of law, or by any tribunal of competent jurisdiction or compliance with or enforcement of any article or section should be restrained by such tribunal, pending a final determination as to

its validity, the remainder of this Agreement or of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has restrained shall not be effected thereby.

- (b) If any article or section is held invalid or enforcement of or compliance with has been restricted as above set forth, the parties shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

- (c) The only modification to this Agreement in the life of this Agreement will occur if the net average wage increase for any other bargaining unit should exceed the net average wage increase for this bargaining unit considered over the term of the contract. In that event, Schedule A and B will be increased to correspond to such average difference between the programmed increase for the Teamster members and the other bargaining unit.

Article XXIV

Work Preservation

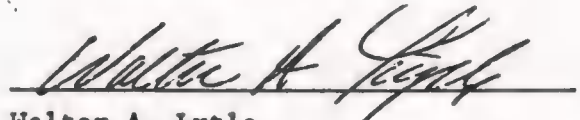
For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no operation, work or services of the kind, nature or type covered by, presently performed or hereafter assigned to, the collective bargaining unit by the Employer will be subcontracted, transferred, leased, diverted, assigned or conveyed in full or in part, by the Employer to any other department, business, person or non-unit employees, or to any other mode of operation, unless specifically provided and permitted in this Agreement.

For the City of
Fort Wayne, Indiana



Win Moses, Jr.
Mayor

For the Union
Teamsters Local 414



Walter A. Lytle
Secretary-Treasurer

RECOGNITION AGREEMENT

WHEREAS: The City of Fort Wayne, Indiana does hereby recognize that Chauffeurs, Teamsters and Helpers Local Union No. 414 represents a majority of the employees in the below described unit, and hereby agrees to recognize Local 414 as the exclusive bargaining representative for said unit, and

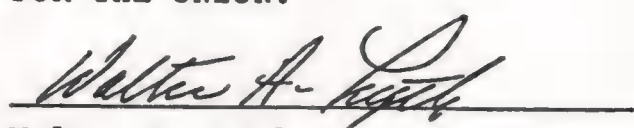
WHEREAS: The unit covers all employees in job classification of Clerical, Inspectors, Paralegal, Enforcement Manager and Case Systems Manager in the department of Safe Housing and Building Standards.

THEREFORE: Be it resolved that this agreement shall become effective on the 11th day of November, 1987.

FOR THE CITY:


Win Moses, Jr.
Mayor

FOR THE UNION:


Walter A. Lytle
Secretary-Treasurer

SAFE HOUSING ENFORCEMENT DEPARTMENT

SCHEDULE "A"

<u>Classification</u>	<u>Wage Rate</u>	<u>Wage Rate Effective 1-1-88</u>
Enforcement Officer	\$9.31 Per Hour	\$9.59 Per Hour
Legal Assistant	\$8.6206 Per Hour	\$8.88 Per Hour
Enforcement Records Specialist	\$8.0799 Per Hour	\$8.33 Per Hour
Assistant Delinquent Accounts Officer	\$7.6440 Per Hour	\$7.88 Per Hour
Clerical Includes Case Systems Specialists and Code Enforcement Service Specialist	\$7.57 Per Hour	\$7.80 Per Hour



THE CITY OF FORT WAYNE

To: City Councilman Don Schmidt

From: Nelson Peters, Personnel Director

June 7, 1988

On May 13, 1988 the Honorable Barbara Doering rendered a decision in the matter of arbitration between the City of Ft. Wayne and IAM Local 2569, grievance Number, 0188. This decision, in essence, rendered an earlier agreement signed on November 11, 1987 between former Mayor Winfield Moses and Teamster Local 414 Secretary-Treasurer, Walter Lytle, null and void.

A grievance was subsequently filed by one of the former Teamsters employees which has since been withdrawn. The City's payroll department is now in receipt of signed dues deduction cards from these employees indicating their representation by IAM Local 2569.

Because of the resolution to this situation, I respectfully request that Ordinance #S-88-04-07 be withdrawn from the City Council agenda. I thank you in advance for your consideration.

cc: Tom Henry, City Council President
Sandy Kennedy, City Clerk
David Silletto, City Controller

DIGEST SHEET

188-04-07

TITLE OF ORDINANCE SPECIAL ORDINANCE

DEPARTMENT REQUESTING ORDINANCE Personnel/Labor Relations

SYNOPSIS OF ORDINANCE Creates new labor agreement and bargaining unit (City already has 9 agreements and bargaining units) with greater employee benefits and management restriction than any agreements presently existing.

EFFECT OF PASSAGE Create expanded benefits to a small number of employees at present time; however, all union-covered employees will expect to negotiate the same benefits next year. Will trigger immediate increase for IAM members, per "me,Too" clause.

EFFECT OF NON-PASSAGE Employees proposed for this bargaining unit would remain non-union, pending results of re-negotiation between the City and CTH Local 414.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) Immediate direct cost for wage increase, safety shoes & glasses, & uniform rental would be \$3,105.96, or 1.5% of present avg. hourly rate of \$8.77. Cost of additional paid time off and expanded benefits will be calculated and information furnished as soon as possible.

ASSIGNED TO COMMITTEE (PRESIDENT) _____

Withdrawn

BILL NO. 5-88-04-07

REPORT OF THE COMMITTEE ON PUBLIC RELATIONS

WE, YOUR COMMITTEE ON PUBLIC RELATIONS TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~
of the Common Council of the City of Fort Wayne, Indiana,
ratifying and approving annual pay and monetary fringe benefits
for certain employees of the Safe Housing Enforcement Department,
of the City of Fort Wayne, Indiana, represented by the Chauffeurs,
Teamsters, and Helpers Local No. 414, for the year 1988

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION

AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID

(ORDINANCE) ~~(RESOLUTION)~~ Withdrawn

YES

NO

JAMES S. STIER

CHAIRMAN

DONALD J. SCHMIDT

VICE CHAIRMAN

CHARLES B. REDD

DAVID C. LONG

MARK E. GUAQUINTA

PAUL M. BURNS

SAMUEL J. TALARICO

THOMAS C. HENRY

JANET G. BRADBURY

CONCURRED IN _____

SANDRA E. KENNEDY
CITY CLERK

BILL NO. S-88-04-07

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) of the Common
Council of the City of Fort Wayne, Indiana, ratifying and
approving annual pay and monetary fringe benefits for
certain employees of the Safe Housing Enforcement Department,
of the City of Fort Wayne, Indiana, represented by the
Chauffeurs, Teamsters, and Helpers Local No. 414, for the
year 1988

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

YES

NO

_____	DONALD J. SCHMIDT	_____
_____	CHAIRMAN	_____
_____	CHARLES B. REDD	_____
_____	VICE CHAIRMAN	_____
_____	SAMUEL J. TALARICO	_____
_____	JAMES S. STIER	_____
_____	JANET G. BRADBURY	_____

CONCURRED IN _____

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk